



Agenda Item # R- 7

**Village of Royal Palm Beach
Village Council
Agenda Item Summary**

Agenda Item:

ADOPTION OF RESOLUTION NO. 24-13. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, ACCEPTING THE DEDICATION OF ROADWAY TRACT R-2 AND THE ACCESS EASEMENT (AE-3) LOCATED ON TRACT R-2 TO THE VILLAGE OF ROYAL PALM BEACH, AS SHOWN ON THE PLAT OF TUTTLE ROYALE, RECORDED AT PLAT BOOK 133, PAGES 101-113 OF THE PUBLIC RECORDS IN AND FOR PALM BEACH COUNTY, FLORIDA; FURTHER ACCEPTING CERTAIN REQUIRED IMPROVEMENTS; FURTHER PROVIDING FOR MAINTENANCE REQUIREMENTS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Issue:

Resolution Accepting Plat Dedications and Easements: Resolution No. 24-13 accepts the dedication of Roadway Tract R-2 and the access easement (AE-3) located on Tract R-2 which is dedicated to the Village of Royal Palm Beach on the Plat of Tuttle Royale. Finally, the Resolution requires a maintenance bond to warranty the improvements being accepted by the Village. The maintenance bond will be for a warranty period of one (1) year. The maintenance bond will be required on or before the date the Village Engineer certifies that all outstanding required improvements have been completed.

Bills of Sale for Erica Boulevard (portion) and Lulfs Road: For informational purposes, and as part of the acceptance process, the Village has received a Bill of Sale for the portion of Erica Boulevard between Tuttle Boulevard and Lulfs Road and Lulfs Road assets that are being accepted by the Village. The Bill of Sale values the Erica Boulevard (portion) and Lulfs Road assets at \$540,482.00.

Second Amendment to Construction Agreement: For informational purposes, and as part of the acceptance process, the Village Manager will sign a Second Amendment to Agreement for Construction of Required Improvements with Main Street at Tuttle Royale, LLC, Royale Tuttle Apartments FL LLC, Tuttle Royale SFH, LLC, EDX Royale Property, LLC and Southern Blvd. Villas, LLC (the "Tuttle Royale Entities") which provides in part:

Initiator:	Village Manager	Agenda Date	Village Council
Village Engineer	Approval	6-20-2024	Action

- (1) Reduces the bond amount from \$1,484,552.50 to _____ and requires that the existing bonds remain in place, with partial release request options available, until all Tier II Required Improvements are complete;
- (2) Sets forth a final completion date for all Tier II Required Improvements within 180 days from the Effective Date;
- (3) Repeals the Construction Schedule provided in Exhibit D; and
- (2) Updated the Engineer's Certified Cost Estimates for Improvements in Exhibit B.

Right-of-Way Encroachment Agreement: For informational purposes, and as part of the acceptance process, the Village Manager also will sign a Right-of-Way Encroachment Agreement with Tuttle Royale Property Owners Association, Inc. and Main Street at Tuttle Royale, LLC ("Owners") that own land under, or infrastructure assets on, the Erica Boulevard (portion) and Lulfs Road (i.e., sidewalks, pavers, drainage, lighting, landscaping and irrigation hereinafter called the "Encroachments"). The Agreement provides in part:

- (1) The Village grants permission for the Owners to install and maintain the Encroachments on the Village's portion of Erica Boulevard and Lulfs Road in accordance with approved plans, as modified from time to time;
- (2) The Village Right-of-Way shall have priority over the Encroachments at all times;
- (3) The Village may require the permanent or temporary removal of all or portions of the Encroachments at any time;
- (4) The Owners agree to defend, indemnify and hold the Village harmless against any and all claims arising from the installation and/or maintenance of the Encroachments on the Village's Right-of-Way;
- (5) The Owners shall maintain insurance at specified amounts naming the Village as an additional insured; and
- (6) The Agreement establishes a cure procedure in the event of a default, which may include litigation. However, all parties have expressly waived their right to a jury trial for any litigation arising out of the Agreement.

Recommended Action:

Staff recommends approval of Resolution No. 24-13.

Initiator:	Village Manager	Agenda Date	Village Council
Village Engineer	Approval	6-20-2024	Action

Prepared By, Record & Return To:
Amity Barnard, Esq.
Village of Royal Palm Beach
1050 Royal Palm Beach Boulevard
Royal Palm Beach, Florida 33411

RESOLUTION NO. 24-13

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, ACCEPTING THE DEDICATION OF ROADWAY TRACT R-2 AND THE ACCESS EASEMENT (AE-3) LOCATED IN TRACT R-2 TO THE VILLAGE OF ROYAL PALM BEACH, AS SHOWN ON THE PLAT OF TUTTLE ROYALE, RECORDED AT PLAT BOOK 133, PAGES 101-113 OF THE PUBLIC RECORDS IN AND FOR PALM BEACH COUNTY, FLORIDA; FURTHER ACCEPTING CERTAIN REQUIRED IMPROVEMENTS; FURTHER PROVIDING FOR MAINTENANCE REQUIREMENTS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Section 22-50(e)(1) and (2), certain improvements required to support the Plat for Tuttle Royale, recorded at Plat Book 133, Pages 101-113, of the Public Records in and for Palm Beach County, Florida, have been satisfactorily completed, and have been certified by the Village Engineer as satisfactorily completed in accordance with Engineering Standards; and

WHEREAS, in accordance with Section 22-50(e)(1) and (2), the Village Engineer has recommended that the Village Council accept by Resolution all plat dedications to the Village and the required improvements to be taken over by the Village, and to provide for the maintenance responsibilities for the required improvements; and

WHEREAS, in accordance with Section 22-50(e)(1) and (2), the Village Engineer has recommended that the Village Council accept the required improvements subject to a maintenance bond, letter of credit or other surety insuring the maintenance of such required improvements, and has recommended conditions relating to such maintenance guarantee; and

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, THAT:

Section 1: The Village Council of the Village of Royal Palm Beach hereby accepts the following dedications for rights-of-way as shown on the Plat for Tuttle Royale, as recorded in Plat Book 133, Pages 101-113 of the Public Records in and for Palm Beach County, Florida:

Roadway Tract R-2, and the Access Easement (AE-3) located on Tract R-2

Section 2: The following described required improvements for the Tuttle Royale subdivision have been certified and approved as complete by the Village Engineer:

See Exhibit A attached hereto and made a part hereof

Section 3: The following described required improvements for Tuttle Royale subdivision will be certified and approved by the Village Engineer upon completion:

See Exhibit B attached hereto and made a part hereof

Section 4: The improvements set forth on Exhibit A are hereby accepted by the Village. The improvements set forth on Exhibit B shall be accepted by the Village without further action of the Village Council upon completion and certification by the Village Engineer.

Section 5: The maintenance bond, letter of credit or other surety ensuring the maintenance of all required improvements listed in both Exhibits A and B, shall be provided by the Developer to the Village on the date the Village Engineer certifies that the Exhibit B required improvements have been completed. Such maintenance bond, letter of credit or other surety shall be in effect for a period of one (1) year from the date of the Village Engineer's Certification of Completion for the Exhibit B required improvements.

Section 6: This Resolution shall be recorded in the Public Records of Palm Beach County, Florida.

Section 7: This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 20th day of June, 2024.

VILLAGE OF ROYAL PALM BEACH

FRED PINTO, MAYOR

ATTEST:

(SEAL)

DIANE DISANTO, VILLAGE CLERK

EXHIBIT A

Tier I Improvements for Tuttle Royale

A. Items completed and approved by the Village Engineer that shall be accepted for perpetual maintenance by the Village of Royal Palm Beach

1. Roadway Infrastructure located in Tract R-2 (portions of Erica Boulevard and Lulfs Road), which includes all structural components of the roadway, 1st & 2nd lift of roadway asphalt, curbing, and regulatory signs and striping serving the roadway.

B. Items completed and approved by the Village Engineer that shall not be maintained by the Village of Royal Palm Beach

1. Roadway Tract R-2 and Access Easement AE-3 drainage, sidewalks, brick paver areas, lighting, irrigation, landscaping, and sodding.

EXHIBIT B

Tier II Required Improvements for the Tuttle Royale Subdivision to be Bonded and Completed in Accordance with the Construction Schedule Approved by the Village Engineer

A. Items that shall be completed and approved by the Village Engineer and shall be accepted for perpetual maintenance by the Village of Royal Palm Beach

1. None

B. Items that shall be completed and approved by the Village Engineer and shall not be maintained by the Village of Royal Palm Beach

1. Landscaping installed in accordance with the approved engineering plans, landscape plans, and site plans.
2. Tract R-2 sidewalk modifications to accommodate landscaping.
3. Tuttle Boulevard traffic circle brick pavers completed in accordance with the approved engineering plans.
4. Repairs to infrastructure required by the Village Engineer.
5. Removal of temporary construction trailers, stored materials, and equipment from Pod 6 and the site stabilized.
6. Satisfaction of any fines/fees imposed for work completed on Pod 6 without a permit and any required site restoration activities.
7. Removal of overhead utilities per the approved engineering plans and site plan.
8. One-year maintenance bond after all work has been completed and approved by the Village Engineer.

Prepared by and Return to:
Amity R. Barnard, Esq.
Village of Royal Palm Beach
1050 Royal Palm Beach Boulevard
Royal Palm Beach, FL 33411

BILL OF SALE

Know All Men by These Presents, that Tuttle Royale Property Owners Association, Inc., a Florida Not For Profit Corporation, located at 1301 W. Royal Palm Road, Boca Raton FL 33486, hereinafter referred to as "Property Owner", for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, received from Village of Royal Palm Beach, 1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL, hereinafter referred to as "Village", the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver to the Village, its administrators and assigns, the following goods and chattels:

That portion of Erica Boulevard from Tuttle Boulevard to Lulfs Road (Tract R-2) and Lulfs Road (Tract R-2) consisting of the components set forth on "Attachment to Bill of Sale" attached hereto and made a part hereof, all as is, where is, and located within the Project herein described as: Tuttle Royale Master Plat

To Have and to Hold the same unto the Village, its administrators and assigns forever.

AND Property Owner for itself and its heirs, executors and administrators, covenant to and with the Village its administrators and assigns, that Property Owner is the lawful owner of the said goods and chattels; that said goods and chattels are free from all encumbrances; that Property Owner has good right to sell the same aforesaid, and that Property owner will warrant and defend the sale of the said property, goods and chattels hereby made, to the Village, its administrators and assigns against the lawful claims and demands of all persons whomsoever.

In witness whereof, the Property Owner has hereunto set its hand and affixed its seal on this 29 of MAY, 2024.

Signed in the presence of:

Witness Print Name: MARCIE ZIEL
Witness Address: 10509 Village
FL, Wellington FLA

Witness Print Name: BOB DIZO
Witness Address: 10505 Village
FL, Wellington FLA

Tuttle Royale Property Owners Association
Inc., a Florida Not For Profit Corporation

By: Michael Tuttle, President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29 day of May, 2024, by Michael Tuttle as President of Tuttle Royale Property Owners Association, Inc. who is personally known to me.

(seal)



Dianne Wintermute
Notary Public, State of Florida

Print Name: Dianne Wintermute
My commission expires: 6/5/27
Commission No: HH406380

ATTACHMENT TO BILL OF SALE
COST DOCUMENTATION FOR FACILITIES TRANSFERRED TO
VILLAGE OF ROYAL PALM BEACH, FL

PROJECT NAME:

Tuttle Royale Master Plat

6/20/24

Bill of Sale Date

Erica Blvd / Lulfs Rd.

Project #20-03

Erica Boulevard and Lulfs Road which include the roadway asphalt, curbing, and signage and striping as more specifically outlined in that certified Cost Estimate dated 1/11/24 attached hereto. This Bill of Sale does not include conveyance of the following assets: drainage owned and maintained by the Tuttle Royale Property Owners Association, Inc. as provided in the Master Declaration of Covenants, Restrictions and Easements for Tuttle Royale recorded in the Official Records of Palm Beach County, Florida at Book 33353, Page 631-729 and any amendments thereto.

TOTAL VALUE OF CONTRIBUTED ASSETS

\$ 540,482.00

Note: Prices must include all material and labor of facilities as installed and shown on Accepted "Record Drawings".

Certified By:

Engineer or Record

Adam Swaney

Print Name

Date:

6/7/24

Property Owner

~~Brian Tuttle~~

Print Name

Date:

Michael Tuttle
Michael Tuttle
Tuttle Royale Property Owners
Assoc.
5/30/24

Erica Boulevard and Lulfs Road **RPB Bill of Sale Attachment - Cost Estimate**

Engenuity Project No. 13037.77

Paving , Grading & Drainage				
Description	Unit	Quantity	Unit Cost*	Total
1 Type F Curb	LF	4,980	\$24.00	\$119,520.00
2 Type RA Curb	LF	560	\$22.00	\$12,320.00
3 12" Stabilized Subgrade	SY	9,137	\$6.00	\$54,822.00
4 8" Baserock	SY	9,137	\$16.00	\$146,192.00
5 Asphalt	SY	9,137	\$17.00	\$155,329.00
6 Signing and Striping	LS	1	\$52,299.00	\$52,299.00
TOTAL				\$540,482.00

NOTE: THIS ENGINEERS' OPINION OF COST IS FOR PRELIMINARY FEASIBILITY AND BUDGET PURPOSES ONLY.
IT IS NOT BASED ON A COMPLETED SET OF APPROVED PLANS.

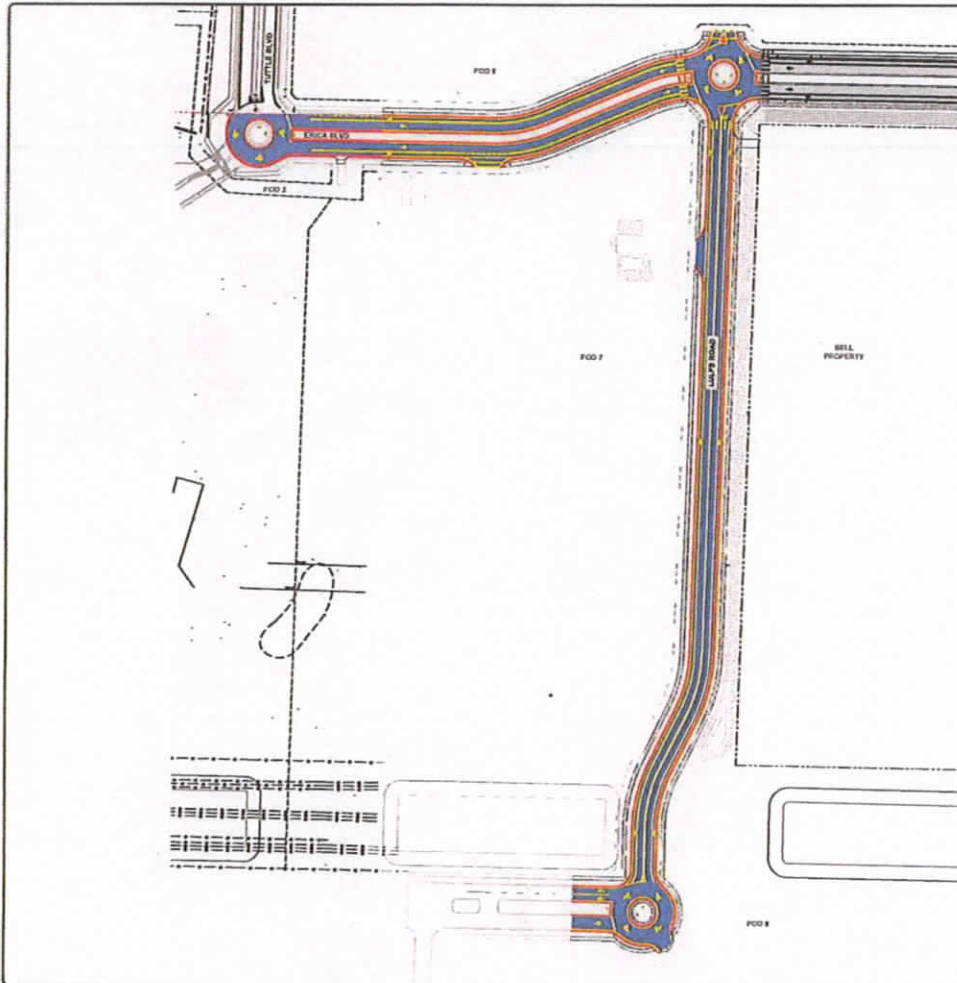
*Sources include FDOT Basis of estimates, 12 month average from October 2022 to October 2023
[source/programmanagement/estimates/documents/historical-item-average-costs-reports/moving/market-area/pdf/historical-item-averages-market-area](https://www.flhwy.com/programmanagement/estimates/documents/historical-item-average-costs-reports/moving/market-area/pdf/historical-item-averages-market-area)



Digitally signed by Adam
Swaney, PE #72235
Date: 2024.05.23 12:43:54
-04'00'

Adam Swaney, P.E.
FL License #72235

Engenuity Group, Inc.
1280 N. Congress Ave., Suite 101
West Palm Beach, FL 33409
561-655-1151
CA#7095



LEGEND	
DRIVE	
STRIPING	
CURB	
PAVEMENT	
VEH. AVAILABILITY	



PROJECT NO. 13037.77

DATE: 08/11/2011

BY: [Signature]

CHECKED: [Signature]

APPROVED: [Signature]

engenuity
GROUP, INC.

13037.77

TUTTLE ROYALE
ERICA BLVD & LULU'S ROAD
ROYAL PALM BEACH, FLORIDA

SIGNS, STRIPES, CURBS AND PAVEMENT

NO. 13037.77

DATE: 08/11/2011

BY: [Signature]

CHECKED: [Signature]

APPROVED: [Signature]

NO. 13037.77

DATE: 08/11/2011

BY: [Signature]

CHECKED: [Signature]

APPROVED: [Signature]

**SECOND AMENDMENT TO VILLAGE OF ROYAL PALM BEACH
AGREEMENT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS**

THIS SECOND AMENDMENT TO VILLAGE OF ROYAL PALM BEACH AGREEMENT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS (“SECOND AMENDMENT”), is hereby entered into this ____ day of June, 2024, (herein after the “Effective Date”) by and between MAIN STREET AT TUTTLE ROYALE, LLC, a Delaware limited liability company, ROYAL TUTTLE APARTMENTS FL LLC, a Florida limited liability company, TUTTLE ROYALE SFH, LLC, a Florida limited liability company, EDX ROYALE PROPERTY, LLC, a Florida limited liability company, and SOUTHERN BLVD. VILLAS, LLC, a Florida limited liability company (the foregoing entity referred to herein as “TUTTLE ROYALE ENTITIES”) and the VILLAGE OF ROYAL PALM BEACH (“Village”), hereinafter collectively referred to as the “Parties”.

WITNESSETH

WHEREAS, the Tuttle Royale Entities and the Village entered into a Village of Royal Palm Beach Agreement for Construction of Requirement Improvements on the 17th day of March, 2022 (hereinafter the “Agreement”); and

WHEREAS, the Tuttle Royale Entities and the Village entered into a First Amendment to Village of Royal Palm Beach Agreement for Construction of Requirement Improvements on the 13th day of December, 2023 (hereinafter the “First Addendum”); and

WHEREAS, the Tuttle Royale Entities and the Village desire to modify the Agreement to update Paragraphs 1 and 2 and Exhibits “B” and “C” to reduce the bond amount and update the Tier II Required Improvements completion date for the project to grant the Tuttle Royale Entities additional time to complete the Tier II Required Improvements, respectively.

NOW, THEREFORE, in consideration of the intent and desire of the Tuttle Royale Entities and the Village as set forth herein, the Parties agree as follows:

1. RECITALS: The Recitals above are true and correct and incorporated herein by reference.
2. AMENDMENTS. The Agreement is hereby amended to effectuate the intent of this Second Amendment. This Second Amendment supersedes and shall control over any inconsistent provisions of the Agreement. The Parties agree to amend the Agreement as set forth herein, including as follows:

a. Paragraph 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

1. SURETY BOND / CASH COMPLETION BOND / LETTER OF CREDIT AMOUNT: TUTTLE ROYALE ENTITIES hereby tender to the VILLAGE the following guaranty for the IMPROVEMENTS in the amounts specifically identified as:

Site Improvement Performance Bond # K4026923A in the amount of _____, dated the _____ day of _____

_____, 2024 and effective as of the _____ day of _____, 2024, for the Village Royale South - Phase A- SR 80/103rd Avenue, Royal Palm Beach, FL - Engenuity Project# 13037.77 - Tuttle Royale Plat; Landscaping, Irrigation, Paving, Grading & Drainage improvements, with FEDERAL INSURANCE COMPANY as Surety, and, as Principal, which is attached hereto as Exhibit "C" and incorporated herein by reference and

The Site Improvement Performance Bonds (the "Guaranty") represents one hundred twenty-five percent (125%) of the total cost of the IMPROVEMENTS, and such funds may be released to VILLAGE pursuant to the terms stated below.

b. Paragraph 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

2. CONSTRUCTION SCHEDULE AND FINAL COMPLETION DATE: TUTTLE ROYALE ENTITIES agree that within One Hundred Eighty (180) days from the Effective Date, all Tier II IMPROVEMENTS, as defined by Village Code, shall be complete according to the approved construction plans on file with the VILLAGE, and accepted by the appropriate maintaining agency (the "Tier II COMPLETION DEADLINE"). The Tier II COMPLETION DEADLINES may be modified in writing upon mutual agreement of TUTTLE ROYALE ENTITIES and the VILLAGE pursuant to Paragraph 10 below.

The Construction Schedule included in Exhibit "D" to the Agreement, is hereby repealed. All remaining final completion dates are as set forth immediately above.

c. EXHIBIT B ENGINEER'S CERTIFIED COST ESTIMATES FOR IMPROVEMENTS: The Engineer's Certified Cost Estimates for Improvements included in Exhibit "B" to the Agreement, is hereby amended and substituted with Exhibit "B" attached hereto and incorporated herein by reference, reflecting the updated construction schedule for the project.

3. REAFFIRMATION OF RIGHTS AND OBLIGATIONS: The Tuttle Royale Entities and the Village hereby reaffirm their rights and obligations under the Agreement as modified by this Second Amendment. In the event of a conflict or ambiguity between the Agreement and this Second Amendment, the terms and provisions of this Second Amendment shall control. This Second Amendment shall be attached to the Agreement and shall become a part thereof. All other sections of the Agreement shall remain in full force and effect as set forth in the Agreement and there shall be no changes to the Agreement with the exception of those items specifically set forth in this Second Amendment.

4. COUNTERPARTS: This Second Amendment may be executed in any number of counterparts, each of which, when executed, shall be deemed an original and all of which shall be deemed one and the same instrument. Facsimile or electronic transmission signatures of this Amendment shall be deemed to be original signatures.

5. MODIFICATION/SEVERABILITY: This Second Amendment may be modified only by the mutual and written consent of the Tuttle Royale Entities and the Village. If any provision or

portion of this Second Amendment shall be declared unconstitutional, invalid or unenforceable, the remainder of this Second Amendment, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

[SIGNATURE PAGES BELOW]

The parties hereto have caused their authorized representatives to set their hands and seals
this _____ day of _____, 2024.

MAIN STREET AT TUTTLE ROYALE, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ROYAL TUTTLE APARTMENTS FL LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

TUTTLE ROYALE SFH, LLC,
a Florida Limited Liability company

By: _____
Name: _____
Title: _____

EDX ROYALE PROPERTY, LLC,
a Florida Limited Liability company

By: _____
Name: _____
Title: _____

SOUTHERN BLVD. VILLAS, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

VILLAGE OF ROYAL PALM BEACH,
a Florida municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

Diane DiSanto, Village Clerk

[VILLAGE SEAL]

EXHIBIT B
ENGINEER'S CERTIFIED COST ESTIMATES FOR IMPROVEMENTS

EXHIBIT C
SITE IMPROVEMENT PERFORMANCE BOND

*Prepared by and when
recorded return to:*

Amity Barnard, Esquire
Davis & Associates, P.A.
701 Northpoint Parkway, Suite 205
West Palm Beach, FL 33407
(561) 586-7116

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

THIS RIGHT-OF-WAY ENCROACHMENT AGREEMENT (this “**Agreement**”) is made as of the Effective Date by VILLAGE OF ROYAL PALM BEACH, FLORIDA, a Florida municipal corporation (“**Village**”), TUTTLE ROYALE PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation (“**POA**”), and MAIN STREET AT TUTTLE ROYALE, LLC, a Delaware limited liability company (“**Main Street**”), who, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, agree as follows:

RECITALS

WHEREAS, the Village was dedicated and intends to accept the dedication of Roadway Tract R-2, which includes Erica Boulevard and Lulfs Road, as shown on the Plat for Tuttle Royale, recorded in Plat Book 133, Pages 101-113 of the Public Records in and for Palm Beach County, Florida (the “**Village Right-of-Way**”); and

WHEREAS, POA is the fee simple owner of that certain real property located immediately under and adjacent to the Village Right-of-Way; and

WHEREAS, Main Street is the Master Declarant/Developer for the project known as Tuttle Royale, which includes the Village Right-of-Way; and

WHEREAS, POA and Main Street (hereinafter the “**Owners**”) desire to place, construct, install, and/or maintain upon the Village Right-of-Way the following encroachments identified in the development approvals and the approved engineering and building plans on file with the Village, as may be modified from time to time: sidewalks, pavers, drainage, lighting, landscaping, and irrigation along Erica Boulevard and Lulfs Road (hereinafter collectively referred to as the “**Encroachments**”); and

WHEREAS, the Village is willing to allow Owners to encroach on the Village Right-of-Way without prejudice to the Village’s right to have all or a portion of the Encroachments removed at Owners’ sole expense; and

WHEREAS, Owners understand that the Village may require one or more of them to remove the aforesaid Encroachments from the Village Right-of-Way at any time and at their sole expense.

NOW, THEREFORE, in consideration for the mutual covenants contained herein and as

further consideration for the Village approving the Owners' request to encroach upon the Village Right-of-Way, the sufficiency of which is hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are true and correct. The term "Effective Date" shall mean the date on which this Agreement is executed by the last one of the Parties to do so.

2. **Permission for Encroachments.** The Village hereby grants permission for the Encroachments upon the Village Right-of-Way provided that said Encroachments shall be constructed, installed and maintained at all times in accordance with the development approvals and engineering and building plans and specifications on file or to be filed with and approved by the Village, as may be modified from time to time, and in compliance with all applicable governmental ordinances, regulations, codes and laws.

3. **Priority of Right-of-Way.** The Encroachments shall not be constructed, installed and maintained in such a manner so as to interfere, in any way, with the Village's operation and maintenance of the Village Right-of-Way and any public infrastructure located within the Village Right-of-Way now or in the future. If Owners' installation, operation or maintenance of the Encroachments within and upon the Village Right-of-Way damages or interferes with any pedestrian and vehicular ingress, egress, access, other roadway purposes, and/or drainage or signage serving the bridge or spine road, then Owners shall reimburse the Village for the full cost of repairing such damage or interference.

4. **Removal of Encroachments.** At any time, the Village may require either the permanent or temporary removal of all or portions of the Encroachments, and each Owner for itself, jointly and severally with each other, and on behalf of their respect successors and assigns, agree that at such time as the Village requires temporary or permanent removal of the aforesaid Encroachments, Owners will do so promptly at their own expense. Owners further agree that if they fail to remove the Encroachments within thirty (30) days after the Village mails a written request to Owners requiring removal of the Encroachments, then the Village may remove the aforesaid Encroachments and impose the cost of said removal as a lien against all of Owners' real property located within Tuttle Royale in accordance with Section 11 below. In the event of an emergency, the Village shall have the right to remove the Encroachments without notice to Owners and without any obligation or liability to Owners for damage to the Encroachments.

5. **Indemnification and Hold Harmless.**

To the fullest extent permitted by law, Main Street does hereby agree to defend, indemnify, and hold harmless the Village and its officials, attorneys, administrators, consultants, agents and employees from and against any and all claims, damages, liabilities, losses, and expenses direct, indirect, or consequential (including, but not limited to, reasonable attorney's fees and costs) arising out of or resulting from the installation and/or maintenance of the Encroachments and caused, in whole or in part, by any willful, intentional, reckless, or negligent act and/or omission of Main Street or any person, employee, agent or third party acting on Main Street's behalf (including any contractor, subcontractor, or any person or organization directly or indirectly employed by Main Street or anyone for whose acts Main Street may be liable). In any and all

claims against the Village or any of its officials, attorneys, administrators, consultants, agents, or employees by any employee of Main Street or any employee of any person, employee, agent or third party acting on Main Street's behalf (including contractors, subcontractors, or any person or organization directly or indirectly employed by Main Street or anyone for whose acts Main Street may be liable), the defense, indemnification and hold harmless obligations noted above shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Main Street or by or for any person, employee, agent, or third party acting on Main Street's behalf (including contractors, subcontractors, or other persons or organizations directly or indirectly employed by Main Street or anyone for whose acts Main Street may be held liable) under workers' or workman's compensation acts, disability benefit acts, other employee benefit acts or any other service of law. Main Street's obligation to defend, indemnify, and hold harmless the Village arising from facts occurring after the recording of the written instrument shall be terminated. This Indemnification and Hold Harmless provision shall survive the termination of any Village permit or Agreement with the Village, however terminated.

To the fullest extent permitted by law, the POA shall defend, indemnify, and hold harmless the Village and its officials, attorneys, administrators, consultants, agents and employees from and against any and all claims, damages, liabilities, losses, and expenses direct, indirect, or consequential (including, but not limited to, reasonable attorney's fees and costs) arising out of or resulting from the installation and/or maintenance of the Encroachments and caused, in whole or in part, by any willful, intentional, reckless, or negligent act and/or omission of the POA or any person, employee, agent or third party acting on the POA's behalf (including any contractor, subcontractor, or any person or organization directly or indirectly employed by the POA or anyone for whose acts the POA may be liable). In any and all claims against the Village or any of its officials, attorneys, administrators, consultants, agents, or employees by any employee of the POA or any employee of any person, employee, agent or third party acting on the POA's behalf (including contractors, subcontractors, or any person or organization directly or indirectly employed by the POA or anyone for whose acts the POA may be liable), the defense, indemnification and hold harmless obligations noted above shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the POA or by or for any person, employee, agent, or third party acting on the POA's behalf (including contractors, subcontractors, or other persons or organizations directly or indirectly employed by the POA or anyone for whose acts the POA may be held liable) under workers' or workman's compensation acts, disability benefit acts, other employee benefit acts or any other service of law. For the avoidance of doubt, it is the intent of the Parties that the POA will assume, without interruption, all of the defense, indemnification and hold harmless obligations of the Owners arising under this Agreement and that, in connection therewith, the POA will maintain the insurance required pursuant to Section 6 of this Agreement.

Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the Village may have under the doctrine of sovereign immunity in Section 768.28, Florida Statutes.

6. **Insurance.** Each Owner and the POA will at all times maintain or cause to be maintained with respect to the Encroachments, commercial general liability insurance (including contractual liability coverage) against claims for bodily injury, death or property damage occurring on, in or about the Village Right-of-Way, with minimum limits of not less than TWO MILLION

DOLLARS (\$2,000,000.00) per occurrence and FIVE MILLION DOLLARS (\$5,000,000) general aggregate (which may include excess liability policies). All insurance required pursuant to this section shall be written on per occurrence basis utilizing the most current ISO policy form (or its equivalent). Each Owner agrees to furnish to the Village, and any other Owner requesting in writing, a certificate(s) of insurance evidencing that the insurance required to be carried by such Owner is in full force and effect prior to the execution of this Agreement and within ten (10) days of any Party's request during the term of this Agreement. All insurance policies shall name the Village of Royal Palm Beach as an additional insured on a primary and non-contributory basis. Such insurance shall be maintained until all Encroachments are removed and the Agreement is terminated in accordance with the provisions herein. Failure to maintain such insurance shall constitute a breach of this Agreement that may result in the Village requiring removal of all Encroachments at Owners' sole expense.

7. **Maintenance.** As set forth in the Master Declaration of Covenants, Restrictions and Easements for Tuttle Royale, as recorded in the Official Records of Palm Beach County, Florida at Book 33353, Pages 0631-0729, the POA shall be solely responsible for the repair, maintenance, and replacement of the Encroachments within the Village Right-of-Way. POAs maintenance of the Encroachments shall include all repairs and improvements necessary to keep the Encroachments in a good state of repair and condition, in compliance with the development approvals and the approved engineering and building plans on file with the Village, as may be modified from time to time, and in compliance with all applicable governmental ordinances, regulations, codes and laws.

8. **Construction and Maintenance Standards.** Any construction, installation, repair, use, or maintenance performed or relating to the Encroachments shall be performed in a good and workmanlike manner, in accordance with the development approvals and the approved engineering and building plans on file with the Village, as may be modified from time to time, and in accordance with all applicable governmental requirements. Once commenced, such work shall be diligently pursued to completion and shall be completed within a reasonable time, subject to delays caused by matters beyond the reasonable control of the parties performing the work. Any repairs or maintenance shall be performed with materials equal in quality to the original.

9. **Notices.** Any notice to be given under this Agreement may be given either by a Party itself or by its attorney or agent and shall be in writing and delivered by hand, by nationally recognized overnight air courier service (such as FedEx), or by the United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective Party at the Party's notice address below, as may be changed from time to time by like notice. A notice shall be deemed effective upon receipt or the date sent if it is returned to the addressor because it is refused, unclaimed, or the addressee has moved.

If to Village:	VILLAGE OF ROYAL PALM BEACH
	1050 Royal Palm Beach Boulevard
	Royal Palm Beach, FL 33411
	Attn: Village Manager

If to POA: TUTTLE ROYALE PROPERTY OWNERS
ASSOCIATION, INC.
1301 W. Royal Road
Boca Raton, FL 33486
Attn: Michael Tuttle

If to Main Street: MAIN STREET AT TUTTLE ROYALE, LLC
c/o NEM, LLC
1301 W. Royal Road
Boca Raton, FL 33486
Attn: Michael Tuttle, as Manager of NEM, LLC

10. **Default and Remedies.**

10.1 Default. The occurrence of any one or more of the following events shall constitute a breach of this Agreement by the non-performing Owner or POA (the “**Defaulting Party**”):

(a) The failure to diligently perform the maintenance required pursuant to Section 7 of this Agreement, the failure to submit proof of insurance after a written request is made pursuant to Section 6, or the failure to timely make any payment required to be made hereunder after the expiration of ten (10) business days after the issuance of a written notice by the non-defaulting party (the “**Non-Defaulting Party**”) specifying the nature of the default claimed, or

(b) The failure to observe or perform any of the other covenants, conditions or obligations of this Agreement, other than as described in subsection (a) above, which shall be a breach under this Agreement after expiration of thirty (30) days after the issuance of a written notice by the Non-Defaulting Party specifying the nature of the default claimed.

10.2 Remedies.

(a) Each Non-Defaulting Party shall have the right to prosecute any proceedings at law or in equity against any Defaulting Party for a breach of this Agreement. Such proceeding shall include the right to restrain by injunction any such violation or threatened violation and to obtain a decree to compel performance of any obligation under this Agreement.

(b) With respect to any default as to the maintenance obligations set forth therein, any Non-Defaulting Party (the “**Curing Party**”) shall have the right, but not the obligation, in addition to any remedy available at law or equity, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Party. To effectuate any such cure, the Curing Party shall have the right to enter upon the property (personal or real property) of the Defaulting Party to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Party. In the event any Curing Party shall cure a default, the Defaulting Party shall reimburse the Curing Party for all reasonable and actual costs and expenses incurred in connection with such curative action within

ten (10) business days of receipt of written demand, together with reasonable documentation supporting the expenditures made.

(c) With respect to any default under this Agreement, the Village shall have the right to withhold permits, refuse to make any inspections, and/or withhold any approvals within all or a portion of Tuttle Royale, at the Village's sole and absolute discretion, until such time as there is full compliance with this Agreement.

(d) With respect to any default under this Agreement, the Village shall have the right to require the removal of all or a portion of the Encroachments within the Village Right-of-Way at Owners' sole expense, or to cause the removal of such Encroachments in accordance with Section 4 above, at the Village's sole and absolute discretion, until such time as there is full compliance with this Agreement.

(e) Unpaid costs and expenses accruing and/or assessed pursuant to this Section 11, or any amounts that would have, except for the breach by the Defaulting Party, been payable to any other Party by an insurer pursuant to Section 6, shall constitute a lien against all of the Defaulting Party's real property located within Tuttle Royale. A lien under this section shall attach and take effect upon recordation of a claim of lien in the Public Records of Palm Beach County, Florida by the Curing Party making the claim.

(f) All of the remedies permitted or available to the Village or an Owner under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

Nothing herein shall prevent the Village from pursuing code enforcement remedies against the Owners, or their respective successors and assigns, for violations pursuant to Chapter 162, Florida Statutes, and Chapter 2 of Village Code. The standards, notice and cure periods, and remedies provided for in this Agreement shall not apply to the Village's code enforcement proceedings.

11. **Authority to Sign.** All individuals signing this Agreement have the legal authority and capacity to entire into this Agreement.

12. **Right of Entry.** Owners agree that any official inspector of the Village, or its agents duly authorized, shall have the privilege at any time to enter and inspect the premises to determine whether the development approvals and the approved engineering and building plan requirements, and any conditions stated herein, are in full compliance.

13. **Non-Terminable Agreement.** No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have under this Agreement by reason of any breach of the provisions of this Agreement.

14. **Covenants Running with the Land.** This Agreement shall be recorded at Owners' sole expense and shall inure to the benefit of and be binding upon Owners' successors, heirs, executors, administrators, representatives, assigns, and all other persons or entities acquiring an

interest thereunder, and this Agreement shall be a restrictive covenant concerning the use, enjoyment, and title to the Encroachments and the real property lying immediately under the Village Right-of-Way and shall constitute a covenant running with the land.

15. **Attorneys' Fees.** The prevailing party in any litigation arising out of or in any manner based on or relating to this Agreement, including tort actions and actions for injunctive, declaratory, and provisional relief, shall be entitled to recover from the non-prevailing party reasonable attorneys' fees and costs, including fees for litigating the fees incurred and fees in connection with appellate proceedings.

16. **Amendment.** The Parties may amend or terminate this Agreement only by a written agreement of the Village and all of the Owners, or their successors and assigns, as the case may be.

17. **No Waiver.** The failure of a Party to insist on the strict performance of any provision of this Agreement or to exercise any remedy for any default shall not be construed as a waiver. The waiver of any noncompliance with this Agreement shall not prevent subsequent similar noncompliance from being a default. No waiver shall be effective unless expressed in writing and signed by the waiving Party. No notice to or demand on a Party shall of itself entitle the Party to any other or further notice or demand in similar or other circumstances.

18. **Choice of Law; Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County should any dispute arise with regard to this Agreement.

19. **Right-of-Way Utilization Permits.** To the extent of any conflict between this Agreement and any Village Right-of-Way Utilization Permit, this Agreement controls.

20. **Miscellaneous.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential provisions of this Agreement for each Party remain valid, binding, and enforceable. Each Party has reviewed this Agreement and all of its terms with legal counsel, or had an opportunity to review this Agreement with legal counsel, and is not relying on any representations made to him by any other person concerning the effect of this Agreement. This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the Party causing this Agreement to be drafted. The use of the word "including" or "include," when followed by any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items, statements, terms, or matters, whether or not non-limiting language (such as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather will be deemed to refer to all other items, statements, terms, or matters that could reasonably fall within the broadest possible scope of such general statement, term, item, or matter. This Agreement may be executed by the Parties signing different counterparts of this Agreement, which counterparts together shall constitute the agreement of the Parties.

21. WAIVER OF JURY TRIAL. THE PARTIES KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

[SIGNATURE PAGES FOLLOW]

The Parties have executed this Agreement as of the day and year last written below.

WITNESSES:

VILLAGE:

VILLAGE OF ROYAL PALM BEACH, a
Florida municipal corporation.

Signature of Witness 1

By: _____

Print name of Witness 1

Name: _____

Title: _____

Address of Witness 1

Date Executed: _____

Print name of Witness 2

Print name of Witness 2

Address of Witness 2

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization this _____ day of _____, 2024, by _____,
on behalf of the VILLAGE OF ROYAL PALM BEACH, a Florida municipal corporation, who is
personally known to me or who has produced _____ as
identification.

OFFICIAL NOTARIAL SEAL:

(type, print, or stamp name)
Notary Public

Commission No. _____

My Commission Expires:

WITNESSES:

[Signature]
Signature of Witness 1

Brian Tingle
Print name of Witness 1

10509 Vassar Blvd
Address of Witness 1 Weston, FL

[Signature]
Signature of Witness 2

MARIE ZIEGLER
Print name of Witness 2

POA:

TUTTLE ROYALE PROPERTY OWNERS
ASSOCIATION, INC, a Florida not for profit
corporation

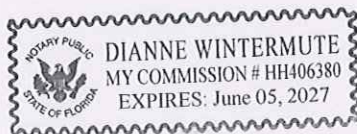
By: [Signature]
Name: Michael Tuttle
Title: President

Date Executed: 5-24-24

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of [☒] physical presence
or [☐] online notarization this 29 day of May, 2024, by Michael Tuttle as President
of TUTTLE ROYALE PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit
corporation, on behalf of the corporation, who is personally known to me or who has produced
as identification.

OFFICIAL NOTARIAL SEAL:



Dianne Wintermute
(type, print, or stamp name) Dianne Wintermute
Notary Public

Commission No. HH406380

My Commission Expires: 6/5/27

Signed in the presence of:

+ Mr. [Signature]
Witness Print Name: MARCE ZIEGLER

[Signature]
Witness Print Name: BEATRIZ

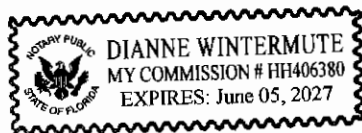
MAIN STREET AT TUTTLE ROYALE,
LLC, a Delaware limited liability company,

By: [Signature]
Name: Micahel Tuttle
Title: Manager

STATE OF Florida)
COUNTY OF Palm Beach) ss:

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 29 day of May, 2024, by Michael Tuttle, as
Manager of MAIN STREET AT TUTTLE ROYALE, LLC, a Delaware limited
liability company. He/she is ☒ personally known to me, or ☐ produced
as identification.

[NOTARIAL SEAL]



Dianne Wintermute
Notary Public, State of Florida
Print Name: Dianne Wintermute
My commission expires: 6/5/27
Commission No.: HH406380

**This Instrument Prepared by and Return to:
(enclose self-addressed stamped envelope)**

Name: **Steven E. Wallace, Esq.**
 Steven E. Wallace, PL dba Wallace
 Law
 2500 Quantum Lakes Drive, Suite 203
 Boynton Beach, Florida 33426

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**FIRST AMENDMENT TO MASTER DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS FOR TUTTLE ROYALE**

THIS FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR TUTTLE ROYALE (“First Amendment”), made this ____ day of _____ 20__, by Main Street at Tuttle Royale, LLC, a Delaware limited liability company (“Master Declarant”), whose principal office is 1301 W. Royal Palm Road, Boca Raton, Florida 33486 and joined in by Tuttle Royale Property Owners Association, Inc., a Florida corporation not for profit whose principal office is located at 1301 W. Royal Palm Road, Boca Raton, Florida 33486 (“Master Association”).

WHEREAS, Master Declarant has established the Master Association and recorded the Master Declaration of Covenants, Restrictions and Easements for Tuttle Royale (“Master Declaration”), recorded in Official Records Book 33353, Page 631 of the Public Records of Palm Beach County, Florida; and

WHEREAS, Section 13.8 of the Master Declaration provides that after the “Transfer Date”, the Master Declaration may be amended by the consent of at least 5 of the 7 Members, together with the approval or ratification of a majority of the Board; and

WHEREAS, the Master Declarant desires to amend and restate Exhibit “A,” Exhibit “B,” Exhibit “F,” Exhibit “G,” and Exhibit “H” to the Master Declaration.

1. All terms used herein shall have their meaning as defined in the Master Declaration.
2. Exhibit “A” is hereby amended and restated as the Legal Description of Property attached hereto and made a part hereof.
3. Exhibit “B” is hereby amended and restated as the Legal Description of Master Association Property attached hereto and made a part hereof.
4. Exhibit “F” is hereby amended and restated as the Drainage Maintenance Responsibility attached hereto and made a part hereof.
5. Exhibit “G” is hereby amended and restated as the Encroachment of Roadway attached hereto and made a part hereof.
6. Exhibit “H” is hereby amended and restated as the Roadway Maintenance Responsibility attached hereto and made a part hereof.
7. Pursuant to Section 13.8(b), this First Amendment has been approved by the written (i) consent of at least 5 out of 7 Members; together with (ii) the approval or ratification of a majority of the Board. A copy of the Joint Written Consent of the Board of Directors and Owners of Tuttle Royale Property Owners Association, Inc. is attached hereto as Schedule 1 and is incorporated herein by reference.
8. This First Amendment shall become effective upon recording in the Public Records of Palm Beach County, Florida.

[Remainder of Page Left Blank Intentionally.]

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the day and year first above written.

MASTER DECLARANT

WITNESSES:

MAIN STREET AT TUTTLE ROYALE, LLC, a Delaware limited liability company

By: NEM, LLC, a Florida limited liability company

Signature

By: _____
Michael Tuttle, Manager

Printed Name

Address: _____

Signature

Printed Name

Address: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 20____, by MICHAEL TUTTLE, Manager of NEM, LLC, a Florida limited liability company, Manager of MAIN STREET AT TUTTLE ROYALE, LLC, a Delaware limited liability company, who is ____ personally known to me or has ____ produced _____ as identification.

My Commission Expires:

Notary Public

Printed Name of Notary Public

MASTER ASSOCIATION

WITNESSES:

Tuttle Royale Property Owners Association, Inc., a
Florida corporation not for profit

Signature

By: _____
Michael Tuttle, President

Printed Name

Address: _____

Signature

Printed Name

Address: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization this ____ day of _____, 20____, by MICHAEL TUTTLE,
President of TUTTLE ROYALE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation-
not-for profit on behalf of the company, who is ____ personally known to me or has ____ produced
_____ as identification.

My Commission Expires:

Notary Public

Printed Name of Notary Public

SCHEDULE 1

**JOINT WRITTEN CONSENT OF THE
BOARD OF DIRECTORS AND OWNERS
OF
TUTTLE ROYALE PROPERTY OWNERS ASSOCIATION, INC.**

Dated as of _____, 2024

The undersigned, pursuant to Section 13.8(b) of Master Declaration of Covenants, Restrictions and Easements for Tuttle Royale recorded in Official Records Book 33353, Page 631, of the Public Records of Palm Beach County, Florida (“Master Declaration”), being a majority of the Board of Directors (the “Directors”) of the Tuttle Royale Property Owners Association, Inc. (“Association”) do hereby approve and ratify and being at least five (5) of seven (7) members of the Association (the “Members”), do hereby consent to and adopt the following resolutions in lieu of holding such special meeting, and direct that this action be filed with the records of the Association:

RESOLVED, that the First Amendment to the Master Declaration of Covenants, Restrictions and Easements for Tuttle Royale (“First Amendment Master Declaration”) is hereby approved and ratified by the Directors pursuant to Section 13.8(b) of the Master Declaration.

FURTHER RESOLVED, that pursuant to that the undersigned represent five (5) out of seven (7) Members of the Association and hereby consent to the Association’s execution of the First Amendment pursuant to Section 13.8(b) of the Master Declaration.

GENERAL

FURTHER RESOLVED, that Michael Tuttle, as President of the Association, is hereby authorized and directed to execute and deliver any agreements, instruments or other documents and to take such other action as he shall deem necessary or appropriate to carry out the purpose of the aforementioned resolutions, and the taking of any such actions shall be conclusive evidence that the same was authorized and ratified hereby.

FURTHER RESOLVED, that this Written Consent may be executed in counterparts and by facsimile, each of which shall be deemed an original and an effective execution of this Written Consent, and all of which together shall constitute one Written Consent.

[Remainder of Page Left Blank Intentionally.]

IN WITNESS WHEREOF, the undersigned have executed this Joint Written Consent as of the date first written above.

DIRECTORS

By: _____
Michael Tuttle, Pod 6 Member, President

By: _____
Nicole Debehenke, Pod 6 Representative,
Director

By: _____
Juan Porro, Director

MEMBERS:

DT-1 Owner
MAIN STREET AT TUTTLE ROYALE, LLC,
a Delaware limited liability company

By: NEM, LLC, a Florida limited liability company

By: _____
Michael Tuttle, Manager

DT-2 Owner
MAIN STREET AT TUTTLE ROYALE, LLC,
a Delaware limited liability company

By: NEM, LLC, a Florida limited liability company

By: _____
Michael Tuttle, Manager

DT-3 Owner
SOUTHERN BLVD. VILLAS, LLC,
a Florida limited liability company

By: FCI RESIDENTIAL CORPORATION,
a Florida corporation
Name: Juan C. Porro

Title: Vice President

DT-4 Owner
TUTTLE ROYALE SFH, LLC,
a Florida limited liability company

By: NEM, LLC, a Florida limited liability company

By: _____
Michael Tuttle, Manager

DT-5 Owner
TUTTLE ROYALE APARTMENTS LLC,
a Delaware limited liability company

By: NEM, LLC, a Florida limited liability company

By: _____
Michael Tuttle, Manager

DT-7 Owner
EDX ROYALE PROPERTY, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Legal Description of Property

A PARCEL OF LAND BEING A REPLAT OF TUTTLE ROYALE AS RECORDED IN PLAT BOOK 133, PAGE 101, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING A REPLAT OF A PORTION OF THE PLAT OF PALM BEACH FARMS PLAT NO.3 AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LYING IN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 41 EAST, AND SECTION 1, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING WITHIN THE MUNICIPAL LIMITS OF THE VILLAGE OF ROYAL PALM BEACH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 36, N89°00'03"W, A DISTANCE OF 234.75 FEET; THENCE LEAVING SAID SOUTHERLY SECTION LINE, S01°37'59"W A DISTANCE OF 40.00 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF THE LAKE WORTH DRAINAGE DISTRICT S-4E CANAL (114' WIDE RIGHT-OF-WAY) AS RECORDED IN OFFICIAL RECORD BOOK 2659, PAGE 109 AND OFFICIAL RECORD BOOK 937, PAGE 375, WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO.7 (U.S. HIGHWAY NO. 441) AS RECORDED IN OFFICIAL RECORD BOOK 5308, PAGE 199, OFFICIAL RECORD BOOK 5345, PAGE 591, AND OFFICIAL RECORD BOOK 10084, PAGE 365, AND BEING THE POINT OF BEGINNING; SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE PLAT OF GROVES AT ROYAL PALM, AS RECORDED IN PLAT BOOK 100, PAGES 158-160 IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE ALONG THE NORTHERLY LINE OF SAID PLAT, ALSO BEING THE SOUTHERLY LINE OF SAID LWDD CANAL S-4E, N89°00'03"W A DISTANCE OF 1262.03 FEET; THENCE LEAVING SAID LINE, N01°05'13"W A DISTANCE OF 114.08 FEET TO A POINT ON THE NORTHERLY LINE OF THE LAKE WORTH DRAINAGE DISTRICT S-4E CANAL (80' WIDE RIGHT-OF-WAY) AS RECORDED IN OFFICIAL RECORD BOOK 937, PAGES 375, AND 382 AND AUXILIARY POINT A; THENCE ALONG SAID NORTHERLY LINE, S89°03'00"E A DISTANCE OF 1264.80 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO.7; THENCE ALONG SAID RIGHT-OF-WAY LINE S00°18'24"W A DISTANCE OF 114.01 FEET TO THE POINT OF BEGINNING.

THENCE FROM AUXILIARY POINT A, N89°00'03"W A DISTANCE OF 14.46 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 14°27'49"; THENCE ALONG AND WITH SAID CURVE FOR A DISTANCE OF 40.39 FEET TO THE POINT OF TANGENCY; THENCE N74°32'19"W A DISTANCE OF 26.92 FEET; THENCE S01°05'13"E A DISTANCE OF 45.81 FEET; THENCE N89°00'03"W A DISTANCE OF 1096.91 FEET; THENCE S01°50'51"W A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH LINE OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 41 EAST; THENCE ALONG SAID SOUTH LINE N88°59'05"W A DISTANCE OF 572.85 FEET; THENCE LEAVING SAID SOUTH LINE S01°50'01"W A DISTANCE OF 914.38 FEET;

THENCE S88°59'20"E A DISTANCE OF 572.63 FEET TO A POINT ON THE WEST LINE OF A 80 FOOT WIDE LAKE WORTH DRAINAGE DISTRICT CANAL EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 937, PAGES 378, 379 AND 382, PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE ALONG SAID WEST LINE S01°50'51"W A DISTANCE OF 710.35 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE 60 FOOT S-4W CANAL FOR LAKE WORTH DRAINAGE DISTRICT AS RECORDED IN OFFICIAL RECORD BOOK 937, PAGE 374, PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE N88°59'05"W A DISTANCE OF 2607.66 FEET TO A POINT ON THE WESTERLY SECTION LINE OF SECTION 1, TOWNSHIP 44 SOUTH, RANGE 41 EAST; THENCE ALONG SAID WESTERLY SECTION LINE N01°50'01"E A DISTANCE OF 1624.68 FEET TO THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID SECTION 36, N01°30'19"E, A DISTANCE OF 142.27 FEET; THENCE LEAVING SAID WESTERLY SECTION LINE, S88°59'05"E A DISTANCE OF 1252.51 FEET; THENCE N04°44'26"E A DISTANCE OF 550.90 FEET; THENCE N88°59'05"W A DISTANCE OF 348.57 FEET; THENCE N01°30'19"E A DISTANCE OF 471.00 FEET; THENCE S87°52'10"E A DISTANCE OF 656.66 FEET; THENCE N04°06'31"E A DISTANCE OF 85.04 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE WEST PALM BEACH CANAL (C-51) SAID LINE BASED ON A LETTER FROM BLAIR LITTLEJOHN (COUNSEL TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT), TO JERALD CANTON ESQ. DATED NOVEMBER 29, 2000 (VERIFIED BY MEETING WITH SFWMD MARCH 2007); THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE S87°52'10"E A DISTANCE OF 1103.60 FEET; THENCE CONTINUE S87°52'04"E A DISTANCE OF 36.50 FEET; THENCE S88°13'01"E A DISTANCE OF 957.09 FEET TO THE CENTERLINE OF THE LAKE WORTH DRAINAGE DISTRICT S-4 CANAL EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 937, PAGE 382 OF SAID PUBLIC RECORDS, THENCE S88°18'13"E A DISTANCE OF 210.43 FEET TO THE NORTHWEST CORNER OF LOWE'S HOME CENTER, AS RECORDED IN PLAT BOOK 87, PAGES 193-195 OF SAID PUBLIC RECORDS; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE WESTERLY LINE OF SAID PLAT S01°41'47"W A DISTANCE OF 320.01 FEET; THENCE CONTINUE ALONG SAID PLAT LINES N88°18'13"W A DISTANCE OF 154.82 FEET; THENCE S01°05'13"E A DISTANCE OF 805.67 FEET TO AUXILIARY POINT A.

CONTAINING 165.371 ACRES MORE OR LESS.

EXHIBIT "B"

Legal Description of Master Association Property

LEGAL DESCRIPTION:

NINETEEN PARCELS OF LAND BEING A PORTION OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 41 EAST, AND A PORTION OF SECTION 1, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, ALSO BEING A PORTION OF TRACT 9, BLOCK 9 OF THE PALM BEACH FARMS CO. PLAT NO. 3 AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, AND ALSO BEING A PORTION OF THE PLAT OF SHOPPES AT VILLAGE ROYALE AS RECORDED IN PLAT BOOK 124, PAGES 68 THROUGH 71 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 36, N89°00'03"W, A DISTANCE OF 234.75 FEET; THENCE LEAVING SAID SOUTHERLY SECTION LINE, S01°37'59"W A DISTANCE OF 40.00 TO THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF THE LAKE WORTH DRAINAGE DISTRICT S-4E CANAL (114' WIDE RIGHT-OF-WAY) AS RECORDED IN OFFICIAL RECORD BOOK 2659, PAGE 109 AND OFFICIAL RECORD BOOK 937, PAGE 375, WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO.7 (U.S. HIGHWAY NO. 441) AS RECORDED IN OFFICIAL RECORD BOOK 5308, PAGE 199, OFFICIAL RECORD BOOK 5345, PAGE 591, AND OFFICIAL RECORD BOOK 10084, PAGE 365, AND BEING THE POINT OF BEGINNING; SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE PLAT OF GROVES AT ROYAL PALM, AS RECORDED IN PLAT BOOK 100, PAGES 158-160 IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE ALONG THE NORTHERLY LINE OF SAID PLAT, ALSO BEING THE SOUTHERLY LINE OF SAID LWDD CANAL S-4E, N89°00'03"W A DISTANCE OF 1262.03 FEET; THENCE LEAVING SAID SOUTH AND NORTH LINES, N01°05'13"W A DISTANCE OF 114.08 FEET TO A POINT ON THE NORTHERLY LINE OF THE LAKE WORTH DRAINAGE DISTRICT S-4E CANAL (80' WIDE RIGHT-OF-WAY) AS RECORDED IN OFFICIAL RECORD BOOK 937, PAGES 375, AND 382 AND AUXILIARY POINT A; THENCE ALONG SAID NORTHERLY LINE, S89°03'00"E A DISTANCE OF 1264.80 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO.7; THENCE ALONG SAID RIGHT-OF-WAY LINE S00°18'24"W A DISTANCE OF 114.01 TO THE POINT OF BEGINNING.

CONTAINING 3.307 ACRES MORE OR LESS.

PARCEL 2:

COMMENCING AT AUXILIARY POINT A; THENCE ALONG THE SOUTH LINES OF TRACTS 10 AND 9, BLOCK 9 OF THE PALM BEACH FARMS CO. PLAT NO. 3 AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, N88°59'43"W A DISTANCE OF 80.05 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT S-4 CANAL (80' WIDE RIGHT-OF-WAY) AS RECORDED IN OFFICIAL RECORD BOOK 937, PAGES 375 AND 382; THENCE ALONG SAID RIGHT-OF-WAY LINE S01°05'13"E A DISTANCE OF 34.01 FEET TO A POINT ON A LINE 40 FEET NORTH OF AND PARALLEL

WITH THE SOUTH LINE OF SAID SECTION 36, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE ALONG SAID PARALLEL LINE N89°00'04"W A DISTANCE OF 1096.91 FEET; THENCE S01°50'51"W A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH LINE OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 41 EAST; THENCE ALONG SAID SOUTH LINE N88°59'05"W A DISTANCE OF 572.85 FEET; THENCE LEAVING SAID SOUTH LINE S01°50'01"W A DISTANCE OF 900.85 FEET; THENCE S88°57'45"E A DISTANCE OF 73.01 FEET; THENCE N26°51'37"E A DISTANCE OF 20.54 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 170.00 FEET AND A CENTRAL ANGLE OF 25°49'50"; THENCE ALONG AND WITH SAID CURVE FOR A DISTANCE OF 76.64 FEET TO THE POINT OF TANGENCY; THENCE S01°01'47"W A DISTANCE OF 127.44 FEET; THENCE N88°57'45"W A DISTANCE OF 130.08 FEET; THENCE N01°50'01"E A DISTANCE OF 60.01 FEET; THENCE S88°57'45"E A DISTANCE OF 69.24 FEET; THENCE N01°01'47"E A DISTANCE OF 67.43 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 230.00 FEET AND A CENTRAL ANGLE OF 25°49'50"; THENCE ALONG AND WITH SAID CURVE FOR A DISTANCE OF 103.69 FEET TO THE POINT OF TANGENCY; THENCE N26°51'37"E A DISTANCE OF 82.97 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 170.00 FEET AND A CENTRAL ANGLE 25°01'36"; THENCE ALONG AND WITH SAID CURVE FOR A DISTANCE OF 74.26 FEET TO THE POINT OF TANGENCY; THENCE N01°50'01"E A DISTANCE OF 748.00 FEET; THENCE N43°09'59"W A DISTANCE OF 30.82 FEET TO A ON A CURVE CONCAVE TO THE SOUTHEAST AND WHOSE CENTER BEARS S07°18'18"E AND HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 15°14'27"; THENCE ALONG AND WITH SAID CURVE FOR A DISTANCE OF 42.56 FEET TO THE POINT OF TANGENCY; THENCE S67°27'15"W A DISTANCE OF 148.65 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 240.00 FEET AND A CENTRAL ANGLE OF 23°33'39"; THENCE ALONG AND WITH SAID CURVE FOR A DISTANCE OF 98.69 FEET TO THE POINT OF TANGENCY; THENCE N88°59'05"W A DISTANCE OF 289.21 FEET; THENCE S46°33'16"W A DISTANCE OF 24.60 FEET; THENCE S87°18'52"W A DISTANCE OF 49.35 FEET; THENCE N44°16'15"W A DISTANCE OF 50.38 FEET; THENCE S89°52'27"W A DISTANCE OF 22.93 FEET; THENCE N04°44'26"E A DISTANCE OF 53.30 FEET TO A POINT ON THE SOUTH LINE OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 41 EAST; THENCE ALONG SAID SECTION LINE S88°59'05"E A DISTANCE OF 134.06 FEET; THENCE LEAVING SAID SECTION LINE N43°34'55"W A DISTANCE OF 17.18 FEET; THENCE S88°59'05"E A DISTANCE OF 288.85 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 23°43'01"; THENCE ALONG AND WITH SAID CURVE FOR A DISTANCE OF 66.23 FEET TO THE POINT OF TANGENCY; THENCE N67°27'15"E A DISTANCE OF 148.65 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 240.00 FEET AND A CENTRAL ANGLE OF 16°57'57"; THENCE ALONG AND WITH SAID CURVE FOR A DISTANCE OF 71.07 FEET TO THE POINT OF NON TANGENCY; THENCE N48°08'34"E A DISTANCE OF 37.61 FEET; THENCE S88°59'07"E A DISTANCE OF 58.74 FEET; THENCE S44°39'53"E A DISTANCE OF 34.35 FEET; THENCE S88°59'07"E A DISTANCE OF 314.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 292.16 FEET AND A CENTRAL ANGLE OF 11°44'55"; THENCE ALONG AND WITH SAID CURVE FOR A DISTANCE OF 59.91 FEET TO THE POINT OF TANGENCY; THENCE N77°58'33"E A DISTANCE OF 108.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 13°01'23"; THENCE ALONG AND WITH SAID CURVE FOR A DISTANCE OF 82.96 FEET TO THE POINT OF

TANGENCY; THENCE S88°00'04"E A DISTANCE OF 626.72 FEET; THENCE N45°59'56"E A DISTANCE OF 48.92 FEET; THENCE S89°00'04"E A DISTANCE OF 80.00 FEET; THENCE S44°00'04"E A DISTANCE OF 48.92 FEET; THENCE S89°00'04"E A DISTANCE OF 70.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 240.00 AND A CENTRAL ANGLE OF 14°27'59" THENCE ALONG AND WITH SAID CURVE FOR A DISTANCE OF 60.60 FEET TO THE POINT OF TANGENCY; THENCE S74°32'19"E A DISTANCE OF 206.65 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT S-4 CANAL; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S01°05'13"E A DISTANCE OF 45.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.893 ACRES MORE OR LESS.

PARCEL 3

A PARCEL OF LAND BEING A PORTION OF THE SHOPPES AT VILLAGE ROYALE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 124, PAGES 68 THROUGH 71, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING SECTION 36, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHWEST CORNER OF TRACT R-1 OF SAID PLAT OF SHOPPES AT VILLAGE ROYALE; THENCE S04°06'31"W A DISTANCE OF 85.04 FEET; THENCE S04°00'04"W A DISTANCE OF 64.11 FEET; THENCE S07°22'22"E A DISTANCE OF 53.65 FEET; THENCE S04°29'17"W A DISTANCE OF 251.67 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 43°50'37"; THENCE ALONG AND WITH SAID CURVE FOR A DISTANCE OF 122.43 FEET TO A POINT OF TANGENCY; THENCE S48°19'54"W A DISTANCE OF 363.51 FEET; THENCE S04°44'26"W A DISTANCE OF 428.42 FEET; THENCE S88°59'05"E A DISTANCE OF 134.32 FEET; THENCE N42°59'16"W A DISTANCE OF 35.57 FEET; THENCE N01°48'37"E A DISTANCE OF 304.57 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 46°31'17"; THENCE ALONG AND WITH SAID CURVE FOR A DISTANCE OF 129.91 FEET TO A POINT OF TANGENCY; THENCE N48°19'54"E A DISTANCE OF 250.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 240.00 FEET AND A CENTRAL ANGLE OF 43°50'37"; THENCE ALONG AND WITH SAID CURVE FOR A DISTANCE OF 183.65 FEET TO A POINT OF TANGENCY; THENCE N04°29'17"E A DISTANCE OF 260.93 FEET; THENCE N24°46'50"E A DISTANCE OF 79.87 FEET; THENCE N01°29'47"E A DISTANCE OF 122.32 FEET TO A POINT ON THE NORTH LINE OF SAID PLAT OF SHOPPES AT VILLAGE ROYALE, THENCE ALONG SAID NORTH LINE N87°52'10"W A DISTANCE OF 113.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.838 ACRES MORE OR LESS.

PARCEL 4

A PARCEL OF LAND, BEING A PORTION OF SECTION 1, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE, ALONG THE NORTHERLY LINE OF SAID SECTION 1, S88°59'05"E A DISTANCE OF 2035.21 FEET TO A POINT ON THE WESTERLY

LINE OF BRADFORD BELL'S PROPERTY AS RECORDED IN OFFICIAL RECORD BOOK 15758, PAGE 900 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE LEAVING SAID NORTHERLY LINE AND ALONG SAID WESTERLY LINE, S01°50'01"W A DISTANCE OF 13.78 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE ALONG SAID WESTERLY LINE S01°50'01"W A DISTANCE OF 20.00 FEET; THENCE LEAVING SAID WESTERLY LINE N88°51'23"W A DISTANCE OF 25.00 FEET; THENCE N01°50'01"E A DISTANCE OF 20.00 FEET; THENCE S88°51'23"E A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID HEREIN DESCRIBED PARCEL CONTAINING 500 SQUARE FEET MORE OR LESS.

PARCEL 5

A PARCEL OF LAND BEING A PORTION OF OUTPARCEL 1A ON THE PLAT OF LOWE'S HOME CENTER-TRACT 1 REPLAT AS RECORDED IN PLAT BOOK 100, PAGE 95 IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PLAT OF LOWE'S HOME CENTER-TRACT 1 REPLAT, SAID PARCEL ALSO BEING THE SOUTHEAST CORNER OF OUTPARCEL 1A; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL, N01°34'05"E A DISTANCE OF 25.39 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 1141.97 FEET; AND WHOSE CENTER BEARS S06°38'05"E; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°23'47" AN ARC LENGTH OF 127.49 FEET TO A POINT OF NON-TANGENCY; SAID POINT BEING ON THE SOUTHERLY LINE OF SAID PLAT OF LOWE'S HOME CENTER-TRACT 1 REPLAT; THENCE, ALONG SAID SOUTHERLY LINE, S88°20'28"E A DISTANCE OF 124.91 FEET TO THE POINT OF BEGINNING

SAID PARCEL OF LAND CONTAINING 1,736 SQUARE FEET

PARCEL 6

AN PARCEL OF LAND BEING A PORTION OF TRACT "A" OF THE PLAT OF LOWE'S HOME CENTER, AS RECORDED IN PLAT BOOK 87, PAGE 193 IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT "A" OF THE PLAT OF LOWE'S HOME CENTER; THENCE ALONG THE SOUTH LINE OF SAID TRACT "A" N89°00'03"W A DISTANCE OF 335.02 FEET; THENCE LEAVING SAID SOUTH LINE N01°34'35"E A DISTANCE OF 46.37 FEET; THENCE S88°20'28"E A DISTANCE OF 335.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO.7 (U.S. HIGHWAY NO. 441) AS RECORDED IN FDOT RIGHT-OF-WAY MAP SECTION 93210-2519 AND OFFICIAL RECORD BOOK 10084, PAGE 365; THENCE ALONG SAID RIGHT-OF-WAY LINE S01°34'05"W A DISTANCE OF 42.51 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 0.342 ACRES.

PARCEL 7

A PARCEL OF LAND BEING A PORTION OF TRACT "A" OF THE PLAT OF LOWE'S HOME CENTER AS RECORDED IN PLAT BOOK 87, PAGE 193 IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT "A", THENCE ALONG THE EASTERLY LINE OF SAID TRACT "A", N01°34'05"E A DISTANCE OF 42.48 FEET; THENCE, LEAVING SAID EASTERLY LINE, N88°20'28"W A DISTANCE OF 271.70 FEET; THENCE N01°41'47"E A DISTANCE OF 59.80 FEET; THENCE S89°24'57"W A DISTANCE OF 156.93 FEET; THENCE S79°09'44"W A DISTANCE OF 208.12 FEET; THENCE N88°52'23"W A DISTANCE OF 120.72 FEET; THENCE S37°30'40"W A DISTANCE OF 53.04 FEET; THENCE N88°17'36"W A DISTANCE OF 299.79 FEET; THENCE N36°47'35"W A DISTANCE OF 68.76 FEET; THENCE N01°41'47"E A DISTANCE OF 22.49 FEET; THENCE N88°52'58"W A DISTANCE OF 95.11 FEET; THENCE S00°00'00"E A DISTANCE OF 96.75 FEET TO A POINT ON SAID SOUTHERLY LINE OF TRACT "A"; THENCE ALONG SAID SOUTHERLY LINE, S89°00'03"E A DISTANCE OF 1218.43 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 1.584 ACRES MORE OR LESS

PARCEL 8

A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 36, THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 36, S88°59'05"E A DISTANCE OF 2648.53 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE S89°00'04"E A DISTANCE OF 1067.66 FEET TO THE POINT OF BEGINNING:

THENCE LEAVING SAID SOUTHERLY LINE N74°32'19"W A DISTANCE OF 160.19 FEET; THENCE S89°00'04"E A DISTANCE OF 144.49 FEET; THENCE N01°05'13"W A DISTANCE OF 34.01 FEET; THENCE S89°00'03"E A DISTANCE OF 45.30 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND WHOSE CENTER BEARS N22°29'42"E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°49'42" AN ARC DISTANCE OF 16.28 FEET TO A POINT OF NON-TANGENCY; THENCE S01°05'13"E A DISTANCE OF 65.85 FEET TO A POINT ON SAID SOUTHERLY LINE OF SECTION 36; THENCE ALONG SAID SOUTHERLY LINE N89°00'04"W A DISTANCE OF 70.89 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 8,478 SQUARE FEET MORE OR LESS.

PARCEL 9

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1, THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 1, S88°59'05"E A DISTANCE OF 2648.53 FEET, THENCE CONTINUE ALONG SAID SOUTHERLY LINE S89°00'04"E A DISTANCE OF 1067.66 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE ALONG SAID NORTHERLY LINE S89°00'04"E A DISTANCE OF 70.89 FEET; THENCE LEAVING SAID SOUTHERLY LINE S01°05'13"E A DISTANCE OF 15.09 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST AND WHOSE CENTER BEARS N06°02'11"E; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°05'40" AN ARC DISTANCE OF 337.66 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 610 SQUARE FEET MORE OR LESS.

PARCEL 10

A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 36, THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 36, S88°59'05"E A DISTANCE OF 2648.53 FEET ; THENCE CONTINUE ALONG SAID SOUTHERLY LINE S89°00'04"E A DISTANCE OF 1058.50 FEET; THENCE LEAVING SAID SOUTHERLY LINE N01°05'13"W A DISTANCE OF 34.02 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUE N01°05'13"W A DISTANCE OF 11.80 FEET; THENCE S74°32'19"E A DISTANCE OF 47.22 FEET; THENCE N89°00'03"W A DISTANCE OF 45.30 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 267 SQUARE FEET MORE OR LESS.

PARCEL 11

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1, THENCE ALONG THE WESTERLY LINE OF SAID SECTION 1, S01°50'01"W A DISTANCE OF 1624.68 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE 60 FOOT WIDE S-4W CANAL FOR LAKE WORTH DRAINAGE DISTRICT AS RECORDED IN OFFICIAL RECORD BOOK 937, PAGE 374, SAID LINE ALSO BEING THE NORTHERLY LINE OF A TRACT OF LAND DESCRIBED IN A DEED RECORDED IN OFFICIAL RECORD BOOK 169, PAGE 29 BOTH BEING RECORDED IN SAID PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY LINE S88°59'05"E A DISTANCE OF 1762.07 FEET; THENCE LEAVING SAID LINE N01°50'01"E A DISTANCE OF 471.40 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE S01°50'01"E A DISTANCE OF 32.52 FEET; THENCE N88°57'45"W A DISTANCE OF 130.08 FEET; THENCE N01°01'47"E A DISTANCE OF 58.69 FEET TO THE POINT ON A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 57.00 FEET AND WHOSE CENTER BEARS S32°50'00"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF

189°35'24" A DISTANCE OF 188.61 FEET TO THE POINT OF NON-TANGENCY; THENCE N88°57'45"W A DISTANCE OF 110.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.191 ACRES MORE OR LESS.

PARCEL 12

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1, THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 1, S88°59'05"E A DISTANCE OF 1244.47 FEET; THENCE LEAVING SAID NORTHERLY LINE S04°44'26"W A DISTANCE OF 53.31 FEET TO THE POINT OF BEGINNING;

THENCE S46°21'04"E A DISTANCE OF 56.71 FEET; THENCE S87°02'50"E A DISTANCE OF 140.347 FEET; THENCE N01°00'28" A DISTANCE OF 28.58 FEET; THENCE N88°59'05"W A DISTANCE OF 56.47 FEET; THENCE S46°33'16"W A DISTANCE OF 24.60 FEET; THENCE S87°18'52"W A DISTANCE OF 49.35 FEET; THENCE N44°16'15"W A DISTANCE OF 50.38 FEET; THENCE S89°52'27"W A DISTANCE OF 22.93 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.070 ACRES MORE OR LESS.

PARCEL 13

A PARCEL OF LAND BEING A PORTION OF SECTION 1, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID SECTION 1, S01°50'01"W A DISTANCE OF 900.06 FEET TO A POINT ON THE NORTH LINE OF A 160 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 699, PAGE 534 AND OFFICIAL RECORD BOOK 765, PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE ALONG SAID NORTH LINE S88°57'45"E A DISTANCE OF 1962.19 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID NORTH LINE S88°57'45"E A DISTANCE OF 645.97 FEET TO A POINT ON THE WEST LINE OF A 80' WIDE LAKE WORTH DRAINAGE DISTRICT EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 937, PAGE 378, 379 AND 382 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY, THENCE ALONG SAID WEST S01°50'51"W A DISTANCE OF 160.02 FEET TO A POINT ON THE SOUTH LINE OF SAID FLORIDA POWER AND LIGHT COMPANY EASEMENT; THENCE ALONG SAID SOUTH LINE N88°57'45"W A DISTANCE OF 669.62 FEET; THENCE LEAVING SAID SOUTH LINE N01°01'47"E A DISTANCE OF 67.44 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 170.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°49'50" A DISTANCE OF 76.64 FEET TO THE POINT OF TANGENCY; THENCE N26°51'37"E A DISTANCE OF 20.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.444 ACRES MORE OR LESS.

PARCEL 14

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1, THENCE ALONG THE WESTERLY LINE OF SAID SECTION 1, S01°50'01"W A DISTANCE OF 319.98 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE FLORIDA POWER AND LIGHT EASEMENT (73-B) AS RECORDED IN OFFICIAL RECORD BOOK 1804, PAGE 664 AND OFFICIAL RECORD BOOK 1822, PAGE 1912 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING.

THENCE ALONG SAID NORTHEASTERLY EASEMENT LINE AND THE NORTHEASTERLY LINE OF A FLORIDA POWER AND LIGHT RIGHT-OF-WAY AGREEMENT AS RECORDED IN OFFICIAL RECORD BOOK 1793, PAGE 1277 OF SAID PUBLIC RECORDS, S52°03'19"E A DISTANCE OF 965.87 FEET TO A POINT ON THE NORTHERLY LINE OF A 160 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 699, PAGE 534 AND OFFICIAL RECORD BOOK 765, PAGE 56 OF SAID PUBLIC RECORDS, THENCE ALONG SAID NORTHERLY EASEMENT LINE S88°57'45"E A DISTANCE OF 1181.82 FEET; THENCE LEAVING SAID NORTHERLY EASEMENT LINE S26°51'37"W A DISTANCE OF 20.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY LONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°49'50" A DISTANCE OF 76.64 FEET TO THE POINT OF TANGENCY; THENCE S01°01'47"W A DISTANCE OF 67.44 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID 160 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT; THENCE ALONG SAID SOUTHERLY LINE N88°57'45"W A DISTANCE OF 1778.38 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF A FLORIDA POWER AND LIGHT EASEMENT (73-A) AS RECORDED IN OFFICIAL RECORD BOOK 1804, PAGE 664 AND OFFICIAL RECORD BOOK 1822, PAGE 1912; THENCE ALONG SAID SOUTHEASTERLY LINE S29°43'57"W A DISTANCE OF 342.16 FEET TO A POINT ON THE WESTERLY LINE OF SAID SECTION 1; THENCE ALONG SAID WESTERLY SECTION LINE N01°50'01"E A DISTANCE OF 1040.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.882 ACRES MORE OR LESS.

PARCEL 15

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1, THENCE ALONG THE WESTERLY LINE OF SAID SECTION 1, S01°50'01"W A DISTANCE OF 1624.68 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE 60 FOOT WIDE S-4W CANAL FOR LAKE WORTH DRAINAGE DISTRICT AS RECORDED IN OFFICIAL RECORD BOOK 937, PAGE 374, SAID LINE ALSO BEING THE NORTHERLY LINE OF A TRACT OF LAND DESCRIBED IN A DEED RECORDED IN OFFICIAL RECORD BOOK 169, PAGE 29 BOTH BEING RECORDED IN SAID PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY LINE S88°59'05"E A DISTANCE OF 1033.27 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE ALONG SAID NORTHERLY LINE S88°59'05"E A DISTANCE OF 20.00 FEET; THENCE LEAVING SAID NORTHERLY LINE N01°00'55"E A DISTANCE OF 125.00 FEET; THENCE N26°48'28"E A DISTANCE OF 55.53 FEET; THENCE N01°00'55"E A DISTANCE OF 145.00 FEET TO THE POINT ON A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 30.00 FEET AND WHOSE CENTER BEARS N88°59'04"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°31'43" A DISTANCE OF 36.91 FEET TO THE POINT OF NON-TANGENCY; THENCE S01°00'55"W A DISTANCE OF 116.72 FEET; THENCE S26°48'28"W A DISTANCE OF 55.53 FEET; THENCE S01°00'55"W A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.137 ACRES MORE OR LESS.

PARCEL 16

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1, THENCE ALONG THE WESTERLY LINE OF SAID SECTION 1, S01°50'01"W A DISTANCE OF 705.81 FEET; THENCE LEAVING SAID WESTERLY LINE S88°57'45"E A DISTANCE OF 874.16 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE S88°57'45"E A DISTANCE OF 22.26 FEET; THENCE S27°04'55"W A DISTANCE OF 109.92 FEET; THENCE S04°31'11"E A DISTANCE OF 95.70 FEET; THENCE S01°33'24"W A DISTANCE OF 116.17 FEET; THENCE S36°55'24"E A DISTANCE OF 74.99 FEET; THENCE N88°58'00"W A DISTANCE OF 12.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 30.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°53'08" A DISTANCE OF 11.46 FEET TO A POINT OF NON-TANGENCY; THENCE N36°55'24"W A DISTANCE OF 69.11 FEET; THENCE N01°33'24"E A DISTANCE OF 122.97 FEET; THENCE N04°35'36"W A DISTANCE OF 99.37 FEET; THENCE N27°04'55"E A DISTANCE OF 105.87 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.182 ACRES MORE OR LESS.

PARCEL 17

A PARCEL OF LAND BEING 20 FEET WIDE AND LYING IN SECTION 1, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1, THENCE ALONG THE WESTERLY LINE OF SAID SECTION 1, S01°50'01"W A DISTANCE OF 900.06 FEET TO A POINT ON THE NORTHERLY LINE OF THE 160 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 699, PAGE 534 AND OFFICIAL RECORD BOOK 765, PAGE 56 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY EASEMENT LINE S88°57'45"E A DISTANCE OF 1689.61 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE ALONG SAID EASEMENT LINE S88°57'45"E A DISTANCE OF 20.00 FEET; THENCE LEAVING SAID EASEMENT LINE S01°02'15"W A DISTANCE OF 41.50 FEET; THENCE N88°57'45"W A DISTANCE OF 20.00 FEET; THENCE N01°02'15"E A DISTANCE OF 41.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 830 SQUARE FEET MORE OR LESS.

PARCEL 18

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1, THENCE ALONG THE WESTERLY LINE OF SAID SECTION 1, S01°50'01"W A DISTANCE OF 705.81 FEET; THENCE LEAVING SAID WESTERLY LINE S88°57'45"E A DISTANCE OF 856.25 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE S88°57'45"E A DISTANCE OF 198.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 32.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°12'34" A DISTANCE OF 49.82 FEET TO THE POINT OF TANGENCY; THENCE N01°49'41"E A DISTANCE OF 176.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 69.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 64°52'08" A DISTANCE OF 78.12 FEET TO THE POINT OF TANGENCY; THENCE S63°02'28"W A DISTANCE OF 55.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 281.63 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°50'04" A DISTANCE OF 117.15 FEET TO THE POINT OF TANGENCY; THENCE N39°06'31"W A DISTANCE OF 135.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 72.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°52'34" A DISTANCE OF 62.68 FEET TO THE POINT OF TANGENCY; THENCE N88°59'05"W A DISTANCE OF 76.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 69.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 108.38 FEET TO THE POINT OF TANGENCY; THENCE S01°00'55"W A DISTANCE OF 243.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 32.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°02'09" A DISTANCE OF 29.62 FEET TO THE POINT OF TANGENCY; THENCE S52°01'14"E A DISTANCE OF 253.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 32.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°56'31" A DISTANCE OF 20.63 FEET TO THE POINT OF TANGENCY, SAID POINT ALSO BEING THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 3.174 ACRES MORE OR LESS.

PARCEL 19

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1, THENCE ALONG THE WESTERLY LINE OF SAID SECTION 1, S01°50'01"W A DISTANCE OF 1334.65 FEET; THENCE LEAVING SAID WESTERLY LINE S88°59'05"E A DISTANCE OF 869.29 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE S88°59'05"E A DISTANCE OF 174.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 30.00 FEET THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'59" A DISTANCE OF 47.12 FEET TO THE POINT OF TANGENCY; THENCE N01°00'55"E A DISTANCE OF 41.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°27'49" A DISTANCE OF 49.68 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 173.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE TO 36°47'12" A DISTANCE OF 111.07 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°55'34" A DISTANCE OF 49.18 FEET TO THE POINT OF TANGENCY; THENCE N88°57'45"W A DISTANCE OF 114.11 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 98°57'00" A DISTANCE OF 51.81 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 173.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°23'43" A DISTANCE OF 112.91 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°27'49" A DISTANCE OF 49.68 FEET TO THE POINT OF TANGENCY; THENCE S41°20'32"E A DISTANCE OF 46.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1.179 ACRES MORE OR LESS.

LEGEND

- POD 3 STORMWATER TREATMENT (11,000 GPD) PLANT CONSTRUCTION, WATER QUALITY AND ATTENUATION SHALL BE PROVIDED ON-SITE BY THE OWNERS OF POD 3. POD 3 DRAINAGE INFRASTRUCTURE SHALL BE MAINTAINED BY THE OWNER OF POD 3.
- POD 8 ON-SITE DRAINAGE INFRASTRUCTURE SHALL BE MAINTAINED BY THE VILLAGE OF ROYAL PALM BEACH.
- UNDERLYING PROPERTY OWNER SHALL MAINTAIN DRAINAGE INFRASTRUCTURE AND STORMWATER TREATMENT (AREAS WITH NO HATCH IN PODS 2, 4, 6A, 8B AND 7).
- LANDSCAPE BUFFER TRACT
- OFFICIAL RECORD BOOK
- PAGE
- ACCESS EASEMENT
- FLORIDA POWER AND LIGHT
- WATER MANAGEMENT EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- TOE
- WME
- AE
- PAGE
- OFFICIAL RECORD BOOK
- LANDSCAPE BUFFER TRACT
- UNDERLYING PROPERTY OWNER SHALL MAINTAIN DRAINAGE INFRASTRUCTURE AND STORMWATER TREATMENT (AREAS WITH NO HATCH IN PODS 2, 4, 6A, 8B AND 7).
- POD 3 STORMWATER TREATMENT (11,000 GPD) PLANT CONSTRUCTION, WATER QUALITY AND ATTENUATION SHALL BE PROVIDED ON-SITE BY THE OWNERS OF POD 3. POD 3 DRAINAGE INFRASTRUCTURE SHALL BE MAINTAINED BY THE OWNER OF POD 3.
- POD 8 ON-SITE DRAINAGE INFRASTRUCTURE SHALL BE MAINTAINED BY THE VILLAGE OF ROYAL PALM BEACH.

NOTES:

- THE TUTTLE ROYALE PROPERTY OWNERS ASSOCIATION, INC. IS RESPONSIBLE FOR PROVIDING STORMWATER TREATMENT (11,000 GPD) PLANT CONSTRUCTION, WATER QUALITY AND ATTENUATION FOR TRACT R-1 AND TRACT R-2 WITHIN THE PFL POD.
- THE POD 8 STORMWATER TREATMENT ASSUMPTIONS ARE AS FOLLOWS:
BUILDING COVERAGE: 0.5 ACRES
IMPERVIOUS AREA: 4.96 ACRES
POND VOLUME: 1,000,000 GALLONS
AVERAGE SITE ELEVATION: 17.00
THE TRACT R-1 AND R-2 STORMWATER TREATMENT ASSUMPTIONS ARE INCLUDED IN THE VILLAGE OF ROYAL PALM BEACH.

ACME IMPROVEMENT DISTRICT C-8 CANAL

RD ROYAL PALM BEACH, LLC SR80 APARTMENT COMPLEX

BROADBOND WAY

BRIDGE

POD 6A DT-2

AE-6

POD 6B DT-1

TUTTLE BLVD TRACT R-1

AE-7

ERICA BOULEVARD TRACT R-3

AE-8

POD 2 (DT-5)

AE-5

LUI'S ROAD TRACT R-2

POD 7 (DT-7)

UNPLANTED

TRACT 6 (FPL POD)

AE-3

TRACT 8 (PARK)

POD 4 (DT-4)

LWDD S-4W CANAL R/W

WEST PALM BEACH CANAL (C-5)

POD 3 (DT-3)

AE-9

ANTHONY GROVES PHASE 1

LB-1-2

LWDD S-4 CANAL

LOWE'S HOME CENTER

LB-1-1

ERICA BOULEVARD TRACT R-4

GROVES AT ROYAL PALM

US 441 (STATE ROAD 7)

ACCESS EASEMENT ORB 30554, PG 1

ACCESS EASEMENT ORB 30459, PG 138

LEGEND

FPL

AE

MAINTAINED BY THE TUTTLE ROYALE PROPERTY OWNERS ASSOCIATION, INC. (POA)

FLORIDA POWER AND LIGHT

ACCESS EASEMENT

NOTES:

1. POA MAINTENANCE RESPONSIBILITY FOR THE TUTTLE BRIDGE - DECORATIVE COLUMNS, TILE, GRANITE, STUCCO, ACCENTS, PAINT, LIGHTING, SIGNAGE, DECORATIVE RAILING, BRICK PAVERS AND PRESSURE WASHING CONCRETE SURFACES.

2. POA MAINTENANCE RESPONSIBILITY WITHIN ROWS - ENTRY FEATURES, WAY FINDING SIGNAGE, OR OTHER NON-ESSENTIAL SIGNAGE, BRICK PAVERS, SIDEWALKS, AND UNDERPASS, RETENTION BASINS, CULVERTS AND STRUCTURES AND PRESSURE WASHING CONCRETE SURFACES.

11/2/2020

DATE

SCALE

CAD FILE

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STAFF

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EXHIBIT MAP FOR:

TUTTLE ROYALE PROPERTY OWNERS ASSOCIATION, INC. ENCROACHMENTS ON ROADWAY

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REVISIONS

DATE

REMARKS

EXHIBIT "H" - ROADWAY AND SIDEWALK MAINTENANCE RESPONSIBILITY

